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10-20-1967

Foodway and others, and Retail Clerks Union Local 1564

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Foodway and others, and Retail Clerks Union Local 1564

Location

NM

Effective Date

10-20-1967

Expiration Date

10-20-1970

Employer

Foodway; Furr's; Safeway; Piggly Wiggly; Mesa Market; ShopRite Foods, Inc.

Union

Retail Clerks Union

Union Local

1564

NAICS

44

Sector

P

Item ID

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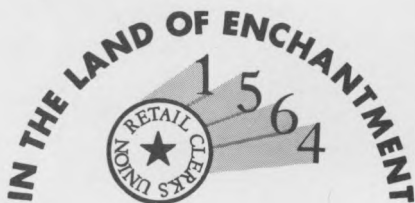
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MAR 15 1968



**COLLECTIVE
BARGAINING AGREEMENT**

RETAIL CLERKS UNION LOCAL NO. 1564

CHARTERED BY

RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO

Effective: October 20, 1967 to October 20, 1970

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AGREEMENT

THIS AGREEMENT is entered into and is effective
on this 20th day of October, 1967 between.....

referred to hereinafter as the "EMPLOYER," and the
RETAIL CLERKS LOCAL UNION NO. 1564, chartered
by the RETAIL CLERKS INTERNATIONAL ASSOCIA-
TION, AFL-CIO, referred to hereinafter as the "UNION."

It is the intent and purpose of the Employer and the
Union to promote and improve labor-management relations
between them and to set forth herein the basic terms of
agreement covering wages, hours, and conditions of
employment to be observed in the retail establishment.

In consideration of mutual promises and agreements
between the parties hereto, and in consideration of their
mutual desires in providing for the orderly settlement of
disputes between them, the parties to this Agreement
agree as follows:

ARTICLE I

Bargaining Unit

The Employer recognizes the Union as the exclusive
collective bargaining representative for all employees at
the Employer's Retail Stores in.....,
New Mexico, excluding office and clerical employees, meat
department employees, guards, supervisory employees as
defined by the Labor-Management Relations Act.

ARTICLE II

The Employer agrees not to enter into a counter-
agreement or contract with its employees subject to the
jurisdiction of the Union, individually or collectively, which
in any way conflicts with the terms and provisions of this
Agreement.

ARTICLE III

Union Security and Employment Procedures

Section A. UNION SECURITY. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

Section B. SEVEN-DAY NOTICE. Upon the failure of any employee to tender his initiation fee or dues to the Union within the period, and under the conditions specified in Section A above, the Union shall notify the Employer and the Employee in writing of such notice, and not more than seven (7) days thereafter, the Employer shall discharge such employee unless the Union has notified the Employer that the Employee has satisfied the requirements for good standing.

Section C. The Union agrees to hold the Employer harmless from any liability which may arise from the application of Article III, Sections A, and B, at the request of the Union.

Section D. For the purpose of Section A, above, the execution date of this Agreement shall be considered as its effective date.

Section E. Preference in employment will be given permanent residents of the local area who have retail grocery clerk experience.

Section F. The Employer agrees to notify the Union in writing within one (1) week, from the date of the employ-

ment of any employees, subject to this Agreement, of the name of such employee, address, social security number, date of birth, classification, store employed and date of employment. The Union shall furnish forms for the above section, upon request from the Employer.

Section G. PROBATIONARY PERIOD. The first thirty (30) calendar days of employment shall be considered a trial period, during which time an employee may be terminated for any reason and he shall have no recourse to the grievance procedure set forth in this Agreement concerning such termination.

Section H. CONDITIONS OF WORK FOR NEW EMPLOYEES. New employees (30 days or less) who have not become members of the Union shall work under and live up to all of the provisions set forth in this Agreement.

Section I. APPRENTICE CLERKS. 1. The Employer may promote Box-Boys to apprentice clerks when there is an opening for an apprentice clerk. Promotions shall be based upon the judgment of the store manager.

2. The Box-Boy promoted to apprentice clerk shall be on probation for forty-five (45) consecutive scheduled work days. If he does not qualify as an apprentice clerk within the above time, the Employer shall return the employee to his former position. Such decision shall be at the sole discretion of the Employer.

3. The Box-Boy promoted to apprentice clerk shall receive pay in accordance with Article XI and his seniority shall commence as an apprentice clerk from the first (1st) day of his promotion.

4. When a Box-Boy is promoted to an apprentice clerk the Employer shall notify the Union in writing within fifteen (15) days of the name of the employee and store number.

ARTICLE IV

Discharge of and Discrimination Against Employees

Section A. DISCHARGE FOR CAUSE. The Employer shall have the right to discharge any employee for just

cause, such as dishonesty, incompetency, intoxication, unbecoming conduct or failure to perform customary and usual clerks work as required.

Section B. Any employee who is discharged shall be informed at the time of discharge, of the immediate cause of discharge. Employees who are discharged for failure to perform work as normally required shall first have had a prior warning, in writing of a related or similar failure to perform work as normally required with a copy sent to the Union. The Employee shall be requested to initial such notice, but initialing shall in no way constitute agreement with the contents of the notice.

Section C. UNION PRINCIPLES. The Employer shall not discharge or discriminate against any employee for upholding Union principles.

Section D. SENIORITY IN LAY-OFFS. Except as specified herein, in terminating the employment of employee covered by this Agreement, other than for just cause, and where skill and ability are equal, the Employer agrees to abide by the seniority rule, which means the length of employment, and that the employment of the last employee employed by the Employer shall be the first to be layed off.

Full-time employees shall maintain separate seniority from part-time employees under this provision. Part-time employees shall maintain store seniority while full-time employees maintain city-wide seniority. In the case of a company having two or more districts, full-time seniority shall be by district.

Section E. REINSTATEMENT. The last employee(s) laid off, by reason of slackening of business, shall be given the first opportunity to reinstatement in the former position, if said employee presents himself for work within thirty-six (36) hours excluding Saturday and Sunday, from the receipt of the Employer's notice. Failure of such employee to present himself within said thirty-six (36) hours shall cancel his seniority.

Section F. An employee who has been reduced to part-time employment shall be offered the first full-time job that opens in the store in which he is employed.

Section G. A part-time employee shall have the right to claim a part-time position with more hours, when one becomes available in the store in which said employee is employed, based on seniority over other part-time employees, where skill and ability are equal.

Section H. Where skill and ability are equal part-time employees in accordance with their established seniority within their respective seniority group in each individual store shall be offered all unscheduled part-time work available in his or her classification up to and including forty (40) straight time hours per week. The employee must be available for a period of four (4) hours of straight time work in order to exercise this provision.

Section I. When an employee's employment is voluntarily reduced from full-time to part-time his part-time seniority is dated from the original date of hiring. When a part-time employee is promoted to full-time, his full-time seniority dates from his latest assignment to full-time work.

Section J. It is understood that layoffs shall occur only at the end of an employee's weekly schedule.

Section K. TERMINATION PAYMENT. An employee who quits or is terminated for any reason shall be paid promptly all monies due.

Section L. Age, sex, or color shall not be grounds for the termination of an otherwise qualified employee, as long as those factors do not nullify paragraph A, nor any of the other provisions of this Article.

Section M. If an employee feels that he has been unjustly discharged, he shall have the right to appeal to the Arbitration and Grievance procedure as provided for in Articles 17 and 18 of this Agreement. The Union must file complaint **in writing** with the Employer within seven (7)

days after discharge. This seven day period may be extended by mutual agreement of the parties. Upon receipt of said notice, then all steps of the grievance procedure are waived and either party may request arbitration in writing to the other party at any time but not to exceed thirty (30) days after receipt of notice of discharge protest.

ARTICLE V

CONTRACT ENFORCEMENT: Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provisions hereof.

ARTICLE VI

SHOP VISITATION. Business Agent's Visit. Authorized representative of the Union shall be permitted to visit the store, regarding Union matters during working hours, such visits shall not unreasonably interfere with the conduct of the Employer's business. The Employer agrees the Union may appoint a Shop Steward. Time taken for such an interview in excess of ten (10) minutes for each employee shall not be on company time.

ARTICLE VII

Union Store Card

Section A. The Union agrees to issue a Union Store Card and/or window decals to the Employer under the rules governing Union Store Cards set forth in the Constitution of the Retail Clerks International Association. Such Union Store Card and decals are, and shall remain, the property of said International Association, and the Employer agrees to surrender said Union Store Card to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card and/or decals are issued.

Section B. The Employer may display such Union Store Cards and/or decals in conspicuous areas accessible to the public, in each establishment covered by this Agreement.

ARTICLE VIII

Right of Management

Section A. The management of the Company and the directions of the working force, including the right to plan direct and control retail operations to hire, layoff or relieve employees from duties, to maintain the discipline and efficiency of the employees and to require employees to observe company rules and regulations, demote or discharge employees for cause, are to be the sole right of, and function of the Employer.

Section B. The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer therefore, retaining all rights not otherwise specifically covered in this Agreement.

Section C. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

ARTICLE IX

Working Hours and Overtime

Section A. Full-time employees are defined as those employees who work as retail clerks, five (5) eight (8) hour days, forty (40) hours per week.

Section B. Part-time employees are defined as those employees who work as retail clerks but who work less than forty (40) hours work per week.

Section C. WORK-WEEK: The work week shall be Sunday through Saturday. For full-time employees, eight (8) hours shall constitute a day's work and forty (40) hours, consisting of any five (5) eight (8) hour days out of seven (7) shall constitute a regular week's work.

Section D. OVERTIME. All work performed in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any one work week, shall be deemed overtime and paid for at the overtime rate of time and one-half the employee's regular rate of pay. There shall be no pyramiding of overtime and/or premium pay. Overtime or premium pay shall be defined as any pay in excess of the basic straight-time hourly rate. Hours paid for but not worked shall not be counted in computing weekly overtime.

For all hours actually performed taking inventory after eight (8) hours worked in that day.

For all time spent in Store meetings after eight (8) hours worked in that day.

Employees will not be required to take time off in lieu of overtime hours worked.

Section E. Full-time employees who are called to work and report for work on their day of rest shall receive four (4) hours' work or four (4) hours' pay at the applicable hourly rate.

Section F. Part-time employees who are scheduled to report for work and work shall receive four (4) hours' work or four (4) hours' pay at their straight time hourly rate of pay.

Section G. REGULAR WORK DAY. The regular day's work for all employees shall be worked within nine (9) consecutive hours and all employees shall receive one (1) hour off for lunch at approximately the middle of the working shift.

Section H. READY FOR WORK. All employees shall report for and be ready for work at their scheduled starting time. The term "ready for work" shall include appropriate or required dress.

Section I. REST PERIOD. All employees will receive two (2) fifteen (15) minute rest periods as near the middle of the first half of the shift and the middle of the second half of the shift as possible. Said rest periods are to be designated by the Employer.

Section J. PART-TIME EMPLOYEES. When the employees are scheduled to work at least four (4) hours, they will receive a fifteen (15) minute rest period as near the middle of the four hours as possible.

In the event they work in excess of four (4) hours, they shall be allowed one (1) continuous uninterrupted hour for lunch period after they have completed four (4) hours work.

There shall be no broken shifts except in cases where the part-time employee is a **school student**, and the Union and the Employer agree thereto.

Section K. BOX-BOYS. The Employer will make available to box-boys at least two (2) hours work when the Employer orders said box-boys to report for work.

When the employee is scheduled to work at least four (4) hours, they will receive a fifteen (15) minute rest period as near the middle of the shift as possible.

ARTICLE X

Vacations

All regular full-time and regular part-time employees coming under the jurisdiction of this Agreement who has been employed for a period of twelve (12) consecutive calendar months, shall have earned a vacation period of one (1) uninterrupted calendar week. After thirty-six (36) consecutive calendar months, they shall have earned a vacation period of two (2) uninterrupted calendar weeks. Effective January 1, 1960, after fifteen (15) years' of continuous service, they shall have earned a vacation period of three (3) uninterrupted calendar weeks.

VACATION PAY. Regular full-time employees who are eligible for one (1) week's vacation, will receive one-fifty-second ($1/52$) of their compensation received for the twelve (12) month period immediately preceding the vacation period; for two weeks' vacation, full-time employees shall receive one-twenty-sixth ($1/26$) of their compensation received for the twelve (12) month period immediately preceding the vacation period; and for three (3) week's

vacation, full-time employees shall receive three-fifty-seconds ($3/52$) of their compensation received for the twelve (12) months period immediately preceding the vacation period.

Regular part-time employees who are eligible for one (1) week's vacation will receive one-fifty-second ($1/52$) of their compensation received for the twelve (12) month period immediately preceding the vacation period; for two (2) weeks' vacation, part-time employees shall receive one-twenty-sixth ($1/26$) of their compensation received for the twelve (12) month period immediately preceding the vacation; and for three (3) week's vacation, part-time employees shall receive three-fifty-seconds ($3/52$) of their compensation received for the twelve (12) month period immediately preceding the vacation period.

The vacation period shall be designated by the Employer and each regular employee shall be personally notified not less than four (4) weeks prior to the beginning date of such vacation period.

Employees whose services are terminated and who have earned and are eligible for a vacation in accordance with the above provisions, shall receive pay for such vacation whether it be one, two or three weeks, depending upon his eligibility for such vacation.

ARTICLE XI
Classifications and Wages

	10/20/67 Per Hr.	Per Wk.	10/20/68 Per Hr.	Per Wk.	10/20/69 Per Hr.	Per Wk.
Apprentice Clerks						
1st 1040 hours	\$2.4175	\$ 96.70	\$2.5425	\$101.70	\$2.6675	\$106.70
Apprentice Clerks						
2nd 1040 hours	2.505	100.20	2.63	105.20	2.755	110.20
Apprentice Clerks						
3rd 1040 hours	2.58	103.20	2.705	108.20	2.83	113.20
Apprentice Clerks						
4th 1040 hours	2.68	107.20	2.805	112.20	2.93	117.20
Thereafter 2 years	2.78	111.20	2.905	116.20	3.03	121.20
Box-Boys	1.45		1.60		1.65	

2-1-68

↙
\$ 3.23

Employees must actually work 1040 hours to qualify for the increased rates.

The above schedule of minimum salaries shall be maintained and paid by the Employer during the life of this Agreement.

SUNDAY PAY: Double time, the employee's straight time rate of pay.

BOX-BOYS: A box-boy is an employee limited to the performance of the following duties:

1. Bag and carry out, bags and/or boxes containing the customer's purchase after they have been bagged and/or boxed to the customer's vehicle.
2. Clean up the area around the checkstand and the non-selling foyer or vestibule between the checkstand and entrances.
3. Collect and line up pushcarts and return them to the store from the parking lot.
4. Keep the sidewalk and parking area orderly and free from refuse.
5. Crating empty bottles.
6. Sweeping.
7. Assist the customer in handling his or her purchases at the checkout stands or counter.
8. Mopping and waxing.

Whenever an employee is required by the Employer to work in more than one store during the same day, reasonable time consumed by the employee between stores shall be considered as time worked and paid for as part of the regular day's work.

Wage statements shall be furnished each payday. Upon termination of employment, the employee will be furnished a statement for final payment. All the employees shall receive their pay weekly.

The Employer agrees to arrange a regular schedule of working hours for all regular employees, specifying the starting and finishing time and days off, a twenty-four (24) hour notice of any change in such schedule shall be given to the employees by the Employer. This does not apply in cases of emergencies.

ARTICLE XII

Register Shortages

Section A. No employee shall be held responsible for register shortages unless adequate procedures have been established by the Employer, and approved by the Union, through which the employee is allowed to check monies in and out of his assigned register at the beginning and end of each period of work with said register; and provided further that the employee shall have sole access to his assigned register in the interim.

Section B. No employee shall be required to make good any bad checks cashed, unless said checks are cashed in violation of posted stores rules and regulations.

ARTICLE XIII

No Reduction

No employee who, prior to the execution of this Agreement, was receiving more favorable vacation or pay in excess of that provided herein for the class of work performed, shall have his pay reduced or vacations altered as a result of the operation of this Agreement. Wages paid in excess of the minimum established in the Agreement are to be paid to the individual and not to the job.

ARTICLE XIV

Uniforms

The Employer shall furnish all gowns, aprons, and uniforms and pay for the laundering and upkeep of same except when the Employer furnishes sized "drip dry" uniforms to female employees, the employee will assume the responsibility for laundering and normal care of such sized uniforms. The Union members shall have the right to wear their Union buttons.

ARTICLE XV

Charity

The Employer may conduct or handle any campaign or drive for charitable purposes among his employees where the cooperation and contributions of the employees are voluntary.

ARTICLE XVI

Holidays

Section A. PAID HOLIDAYS. The Employer agrees that the following days shall be observed as holidays, and employees shall be paid therefore as if the holiday was a regular work-day.

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

When a holiday falls on a Sunday, the following Monday shall be observed.

Section B. It is expressly understood that no employee coming under the terms of this Agreement will be required or allowed to work on Thanksgiving and Christmas calendar days, except in cases of emergency.

Section C. PART-TIME EMPLOYEES. All regular part-time employees shall be entitled to holiday pay in accordance with this Article when said holiday falls on their scheduled work day, based on the number of hours regularly scheduled for such employees on such day.

Section D. BOX-BOYS. Regular full-time box-boys (forty hours) shall receive pay for holidays, based on the number of hours at straight-time they are normally scheduled to work on said holiday.

Section E. Work schedules shall not be changed for the purpose of avoiding holiday payments.

Section F. REQUIREMENTS. No employee shall receive pay for any holidays not worked unless such employee

has reported for work on his or her regular working day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and the said day after said holiday is due to express permission from or action of the Employer, and also in case of certified illness, provided the employee has worked during the holiday week. Employees shall receive either sick pay or holiday pay, but will not receive pay for both.

Section G. SUNDAY AND HOLIDAY CALL IN. Regular full-time employees called in to work and who work on Sunday and/or holidays will be given eight (8) hours work.

Employees required to work on Holidays will be paid for the hours worked at their straight-time hourly rate of pay in addition to the holiday pay as provided above.

ARTICLE XVII

Grievances

Any employee in the bargaining unit who has any alleged grievance, dispute or difference respecting the interpretation, intent or meaning of this Agreement, shall, through the Union, discuss the same within three (3) working days with the Store Manager and with the Union representative, except as otherwise provided in Article IV—Section (m). If the matter is not settled satisfactorily to the Union and Employer, then the alleged grievance, dispute or difference shall be immediately reduced to writing and presented to the General Manager of the Employer by a representative of the Union, within the next four (4) working days after such discussion with Store Manager. In the event an agreement cannot be reached by the Union and the Employer with respect to such grievance, then the written grievance, dispute or difference shall be submitted to Arbitration as set forth in Article 18 below, within one (1) week from the date of the discussion between the Union, the employee, and General Manager.

ARTICLE XVIII

Arbitration

In the event that a dispute, difference or grievance respecting the interpretation, intent or meaning of this Agreement cannot be satisfactorily settled between the Union and the Employer, there shall be no lockout, strike, stoppage of work or picket and the Employer and the Union shall submit the matter for final decision to a Board of Arbitration to be constituted as hereinafter set forth.

(A). The Employer and the Union shall each select an arbitrator within forty-eight (48) hours, and the two thus chosen shall select a third impartial arbitrator, and the three thus chosen shall constitute the Board of Arbitration to hear and to determine the matter in dispute or controversy, and a finding or award of the said Board shall be final and conclusive upon the parties hereto.

(B). In the event the Board cannot agree upon the selection of an arbitrator within fifteen (15) days from the date of referral of the controversy to the Board the arbitrator shall be selected in the following manner; the Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union, in that order, alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

It is understood and agreed between the parties that the Board of Arbitration, constituted as set forth in item (A) and (B) above shall not have power to add to, subtract from, or modify any of the terms of this Agreement. The Board of Arbitration shall submit their decision within five (5) days after completion of all testimony and evidence. Each party shall bear the expenses of its own arbitrator but the expenses of the third arbitrator shall be shared equally between the Employer and the Union.

There shall be no strike, lockout, stoppage of work, or picketing during the life of this Agreement.

In the event that either party fails or refuses to honor and accept such findings or decisions and notwithstanding any enforcement right or other provisions of this Agreement, the restriction on strikes, picketing and lockout shall be void.

ARTICLE XIX

Health and Welfare

Section A. On the first of the month the Employer shall contribute \$25.50 per month by the twentieth day of the month for each of its employees (excluding box-boys as defined in the Agreement) who on the first (1st) day of each month has been employed for three (3) calendar months or more and has averaged twenty-four (24) hours or more per week for at least four (4) consecutive weeks. Such payments shall be made into a fund known as Albuquerque Area Retail Clerks and Employers Health and Welfare Trusted Fund, which will have for its purpose the providing of health and welfare benefits for eligible employees working for the Employer under the terms and conditions of this Agreement. The nature, type and extent of the health and welfare benefits to be provided shall be such as the Trustees in their discretion shall determine, and which are in accordance with the Trust Agreement.

The Trust Fund is to be jointly administered by an equal number of Trustees representing the Company and the Union.

Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following a layoff or leave of absence of thirty calendar days or more. Contributions to the Trust Fund discontinued as set forth above shall be resumed on the first of the month following return from layoff or leave of absence.

In the event a covered employee works less than an average of twenty-four (24) hours per week for eighth (8) consecutive weeks, such welfare premium shall be discontinued until such employee again works an average of twenty-four (24) hours or more per week for four (4) consecutive weeks when such welfare premium will be paid without any waiting period.

The Company's welfare plan, life insurance, hospital and surgical-medical insurance, weekly health and accident insurance and sick leave plan shall be discontinued at the time contributions shall begin on the above Health and Welfare. Prior accrued sick leave benefits will be frozen on the above date and employees shall be eligible for past earned benefits under the plan as frozen at that time but no further sick leave shall accrue. Sick leave shall not be paid except for those days not provided for by any weekly income benefits which would be paid by the Health and Welfare Plan. Accrued sick leave is not convertible to cash.

ARTICLE XX

Leaves of Absence

After one (1) year's service, the following leaves of absence may be granted to the employees:

1. Injury on the job and illness or injury off the job . . . thirty (30) days which can be extended for a longer period at the discretion of the Employer or upon recommendation of a reputable physician.
2. **VERIFICATION.** This Article shall not be used to justify or support excessive absenteeism, and, should the company wish to verify an employee's illness or his ability and/or inability to perform the work required, it may employ a doctor of its own choosing for such purpose, paying all charges for such doctor's services.
3. **EMPLOYMENT.** An employee may not accept other employment while on leave of absence and may be terminated for violation of this provision, except where written consent has been obtained from the Employer.
4. **PREGNANCY.** The Employer agrees to grant leaves of absence for maternity confinement, for period not to exceed six (6) months, such leaves of absence to commence before the seventh (7th) month of pregnancy and not to exceed more than sixty (60) days after delivery.

ARTICLE XXI

Saving Clause

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a Court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiating an agreement on provisions so invalidated.

ARTICLE XXII

Jury Duty

Section A. Employees required to report for work, or service in jury service on any scheduled workday shall be paid a full basic workday's pay for each day, less any remuneration received by the employee for jury service.

Section B. When an employee is excused from jury service, either temporarily or permanently, on any scheduled workday, the employee shall promptly report to complete any remaining hours of his scheduled workday.

ARTICLE XXIII

Successors and Assigns

Section A. NEW OWNER. This Agreement shall be binding upon the successors and assigns of the parties hereto. In the event of bona fide sale or transfer of Employer's business covered by this Agreement during the period hereof, the successor or such transferee shall be notified of the obligation of this Agreement and be required to become a party hereto.

Section B. ACCRUED VACATION. It is further agreed by the parties hereto that, upon sale or transfer of ownership of the Employer's business, or upon dissolution of business, vacation pay for all months worked for which no vacation pay has been given, shall be immediately paid to all employees coming under this Agreement, regardless of length of time said employee has been with the Employer.

Section C. SALE OR TRANSFER. 1. In the event of a sale or transfer of a store or stores, an employee shall be allowed a seven (7) day period from the date of announcement to the employees of the sale or transfer, during which time he may determine whether he wishes to stay with the seller or whether he wishes to make application for employment with the new owner or transferee.

2. In the event of a sale or transfer of a store or stores, the new owner or transferee shall make every effort to fill his employment needs in such store or stores from those employees of the seller or transferor who were employed in the stores sold or transferred.

3. Such new owner or transferee, however, shall not be required to retain in his employ any of the employees of the seller or transferor. Any employee of the seller or transferor who is employed within the thirty (30) day period referred to immediately below by the new owner or transferee shall be employed on a probationary basis for a period of thirty (30) days from the date the new owner or transferee assumes responsibility for the management and operation of the store or stores, subject to termination within such thirty (30) day period shall not be reviewable through the grievance or arbitration procedures.

4. Any employee of the seller or transferor who is employed by the new owner or transferee within such thirty (30) day prior and who is retained on the payroll of the new owner or transferee for a period in excess of such thirty (30) day period, shall be credited with and retain all seniority acquired while in the employ of the seller or transferor for the purpose of determining benefits to which he is entitled under the collective bargaining

agreement with the new owner or transferee by virtue of such seniority, as if his employment were continuous, including retention of anniversary date of employment, vacation eligibility, provided that the employees of the seller or transferor shall for the purpose of termination be credited with no more seniority than that of the most senior employee employed by the new owner or transferee covered by an agreement with a Retail Clerks Union Local on the date of assumption of responsibility, and provided further that the new owner or transferee shall not be liable for any benefits or payments owed to the employee because of employment with the seller or transferor. In no case shall an employee receive vacation benefits in excess of those provided for in this Agreement.

ARTICLE XXIV

Term of Agreement

Section A. This Agreement shall be effective as of October 20, 1967 and shall remain in full force and effect until its expiration date October 20, 1970.

Section B. On or before sixty (60) days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification and during such sixty (60) day period, the parties hereto shall meet and engage in such negotiations.

Section C. If neither party hereto gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

In the event that the National Labor Relations Board, or any other administrative or judicial body, determines at any time, and for any reason, that this Agreement does not constitute a bar to filing of representation petition or decertification petition covering employees under this Agreement, the Union may, at its discretion, terminate

this Agreement or any portion thereof by serving written notice to the Employer under this Article, irrespective of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties above named have signed their names and affixed the signature of their

authorized representatives on this.....day of

....., 19.....

RETAIL CLERKS UNION LOCAL NO. 1564
Chartered by the RETAIL CLERKS
INTERNATIONAL ASSOCIATION, AFL-CIO

By

EMPLOYER

By

.....

— NOTES —



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MAR 15 1968

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212First
CWD

March 5, 1968

Retail Clerks International Association

Local #1564

~~c/o Mr. Elmer A. Hipsky, Secretary-Treasurer~~ ---- Retired
2800 Second Street, N. W.
Albuquerque, New Mexico

Gentlemen:

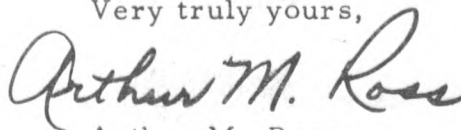
To assist us in our continuing studies of collective bargaining practices and in maintenance of a file of agreements for government and public use, would you please send us a copy of your current agreement(s), indicated below, together with any related supplements (e.g., employee-benefit plans) or wage schedules.

Copy of current union agreement covering the Chain and Independent Food Stores, located in Albuquerque, New Mexico and the Retail Clerks International Association local #1564.

For statistical purposes, we need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

Very truly yours,

Arthur M. Ross
CommissionerPLEASE RETURN THIS LETTER WITH YOUR
RESPONSE OR AGREEMENT(S).

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 650
2. Name of employer party to agreement See back
3. Address of establishment covered by agreement (if more than one, simply indicate city, State, or region) See back
4. If more than one employer is party to agreement, indicate number 5
5. Product, service, or type of business Food and Non-Food

Notify me when new BLS collective bargaining agreement studies are issued ☒Louise G. Olguin

(Your name)

2804 Second St., N.W.

(Street)

Secretary-Treasurer

(Position)

Albuquerque, New Mexico 87107

(City and State)

Identification of employer or employer group party to agreement	Location of establishment(s) covered by agreement	Number of employers party to agreement, if more than one	Product, service, or type of business	Number of employees normally covered by agree- ment
Aztec Discount, Inc.	7100 Lomas Blvd., NE		Food	
Foodway	307-4th. St., SW		Food	
Furr's, Incorporated	6100 Central, S.E.		Food and Non-Food	
Shop Rite Foods, Inc.	617 Truman, N.E.		Food	
Safeway Stores, Inc.	4100 Silver, S.E.		Food	

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